

UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF CALIFORNIA

OFFICE OF THE CLERK
2500 Tulare Street
Fresno, CA 93721

FILED

JUN 4 - 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

Clerk, Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

CR-08-00334 JF

RE: USA vs. Joe Franco Cuellar, Sr.
USDC No.: 1:04-CR-05020-OWW

Dear Clerk,

Pursuant to the order transferring the above captioned case to your court, dated
May 28, 2008 , transmitted herewith are the following documents.

Certified Copies of Indictment, Judgment and Docket Sheet.

Please acknowledge receipt on the extra copy of this letter and return to the Clerk's Office.

Very truly yours,

May 28, 2008

/s/ C. Esteves

Deputy Clerk

RECEIVED BY:

Please Print Name

DATE RECEIVED:

NEW CASE
NUMBER: _____

United States District Court
Eastern District of California

UNITED STATES OF AMERICA
v.
JOE FRANCO CUELLAR, SR.

JUDGMENT IN A CRIMINAL CASE
(For Offenses Committed On or After November 1, 1987)
Case Number: **1:04CR05020-001**

Robert Rainwater, Asst. Federal Defender
Defendant's Attorney

THE DEFENDANT:

- ☒ pleaded guilty to count(s): 1,6,12,29 and 35 of the indictment.
☐ pleaded nolo contendere to counts(s) ___ which was accepted by the court.
☐ was found guilty on count(s) ___ after a plea of not guilty.

ACCORDINGLY, the court has adjudicated that the defendant is guilty of the following offense(s):

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Date Offense Concluded</u>	<u>Count Number(s)</u>
18 USC 1341 and 2	Mail Fraud and Aiding and Abetting	01/15/1999	One
18 USC 1341 and 2	Mail Fraud and Aiding and Abetting	02/08/1999	Six
18 USC 1341 and 2	Mail Fraud and Aiding and Abetting	03/02/1999	12
18 USC 1341 and 2	Mail Fraud and Aiding and Abetting	07/15/1999	29
18 USC 1341 and 2	Mail Fraud and Aiding and Abetting	08/15/1999	35

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- ☐ The defendant has been found not guilty on counts(s) ___ and is discharged as to such count(s).
☒ Count(s) all remaining of the indictment (is)(are) dismissed on the motion of the United States.
☐ Indictment is to be dismissed by District Court on motion of the United States.
☐ Appeal rights given. ☒ Appeal rights waived.

IT IS FURTHER ORDERED that the defendant shall notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

I hereby attest and certify on 5-28-08
that the foregoing document is a full, true
and correct copy of the original on file in my
office and in my legal custody.
VICTORIA C. MINOR
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

By [Signature] Deputy

July 12, 2004

Date of Imposition of Judgment

[Signature]
Signature of Judicial Officer

OLIVER W. WANGER, United States District Judge

Name & Title of Judicial Officer

7-14-04

Date

CASE NUMBER: 1:04CR05020-001
DEFENDANT: JOE FRANCO CUELLAR, SR.

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IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 27 months.

As to each count, to run concurrently.

- ☒ The court makes the following recommendations to the Bureau of Prisons:
The Court recommends that the defendant be incarcerated in a California facility, but only insofar as this accords with security classification and space availability. The Court recommends the camp facility at Atwater, California.
- ☐ The defendant is remanded to the custody of the United States Marshal.
- ☐ The defendant shall surrender to the United States Marshal for this district.
☐ at ___ on ____.
☐ as notified by the United States Marshal.
- ☒ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:
☒ before 2:00 p.m. on September 1, 2004.
☒ as notified by the United States Marshal.
☐ as notified by the Probation or Pretrial Services Officer.
If no such institution has been designated, to the United States Marshal for this district.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____
at _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____
Deputy U.S. Marshal

CASE NUMBER: 1:04CR05020-001
DEFENDANT: JOE FRANCO CUELLAR, SR.

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SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of 36 months.

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state, or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

- ☒ The above drug testing condition is suspended based on the court's determination that the defendant poses a low risk of future substance abuse. (Check, if applicable.)
- ☒ The defendant shall not possess a firearm, destructive device, or any other dangerous weapon. (Check, if applicable.)
- ☐ The defendant shall cooperate in the collection of DNA as directed by the probation officer. (Check, if applicable.)
- ☐ The defendant shall register with the state sex offender registration agency in the state where the defendant resides, works, or is a student, as directed by the probation officer. (Check, if applicable.)
- ☐ The defendant shall participate in an approved program for domestic violence. (Check, if applicable.)

If this judgment imposes a fine or a restitution obligation, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

- 1) the defendant shall not leave the judicial district without permission of the court or probation officer;
- 2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow instructions of the probation officer;
- 4) the defendant shall support his or her dependants and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training or other acceptable reasons;
- 6) the defendant shall notify the probation officer ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere, and shall permit confiscation of any contraband observed in plain view by the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

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SPECIAL CONDITIONS OF SUPERVISION

1. The defendant shall submit to the search of his person, property, home, and vehicle by a United States Probation Officer, or any other authorized person under the immediate and personal supervision of the probation officer, based upon reasonable suspicion, without a search warrant. Failure to submit to a search may be grounds for revocation. The defendant shall warn any other residents that the premises may be subject to searches pursuant to this condition.
2. The defendant shall not dispose of or otherwise dissipate any of his assets until the fine and/or restitution order by this judgment is paid in full, unless the defendant obtains approval of the court.
3. The defendant shall provide the probation officer with access to any requested financial information.
4. The defendant shall not incur new credit charges or open additional lines of credit without the approval of the probation officer.

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CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the Schedule of Payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
Totals:	\$ 500.00	\$ waived	\$ 2,346,900.00

☐ The determination of restitution is deferred until _____. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.

☒ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
See Attachment	2,346,900.00	2,346,900.00	
<u>TOTALS:</u>	<u>\$ 2,346,900.00</u>	<u>\$ 2,346,900.00</u>	

☐ Restitution amount ordered pursuant to plea agreement \$ ____

☐ The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ The interest requirement is waived for the ☐ fine ☐ restitution

☐ The interest requirement for the ☐ fine ☐ restitution is modified as follows:

** Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

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 DEFENDANT: JOE FRANCO CUELLAR, SR.

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SCHEDULE OF PAYMENTS

Payment of the total fine and other criminal monetary penalties shall be due as follows:

- A ☒ Lump sum payment of \$ 2,347,400.00 due immediately, balance due
- ☐ not later than __, or
☐ in accordance with ☐ C, ☐ D, ☐ E, or ☐ F below; or
- B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or
- C ☐ Payment in equal __ (e.g., weekly, monthly, quarterly) installments of \$ __ over a period of __ (e.g., months or years), to commence __ (e.g., 30 or 60 days) after the date of this judgment; or
- D ☐ Payment in equal __ (e.g., weekly, monthly, quarterly) installments of \$ __ over a period of __ (e.g., months or years), to commence __ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E ☐ Payment during the term of supervised release will commence within __ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F ☐ Special instructions regarding the payment of criminal monetary penalties:

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate:

- ☐ The defendant shall pay the cost of prosecution.
- ☐ The defendant shall pay the following court cost(s):
- ☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

1:04CR05020-001
JOE FRANCO CUELLAR SR.

VICTIMS:

<u>Name</u>	<u>Amount</u>
Joel Amaral	\$20,000
Jack Barton	\$10,000
Jack Baxter	\$35,000
Howard Baxter	\$42,500
Harold Baxter	\$3,000
Richard Chavoya, Sr.	\$23,000
James & Joyce Davis	\$4,000
Maria De La Cruz	\$44,000
Maria De La Cruz	\$15,000
Georgette D'Anna Dye	\$25,000
Ruth Estrada	\$18,000
Jose & Wanda Ferine	\$4,000
Nymia Flores	\$3,500
Ignacio Garcia	\$34,600
Agapita Garcia	\$50,000
Consuelo Godino	\$2,000

Gregorio & Guadalupe Gomez	\$30,000
Benito Hernandez	\$5,000
Rita Herrera	\$15,000
Kenny Hoang	\$125,000
Clara Jauregui	\$5,000
Juongli Jaffrey	\$50,000
Amador Lopez	\$10,000
Arthur & Yolanda Lopez	\$60,000
Carmen & Celia Lopez	\$97,500
Cesar & Dora Lopez	\$6,000
Miguel Lopez	\$5,000
Eugenia Maduena	\$4,000
Mariana Medina	\$1,000
Heriberto Medina	\$10,000
Domingo Medina	\$22,500
Elva Mendez	\$3,000
Zenaida Mendoza	\$30,000
Vince & Connie Milazzo	\$25,000
Aurelia Moreno	\$8,000
Rigoberto & Isabel Orozco	\$64,000
Keilan Jesona Palacios	\$997,000
Guadalupe Pino	\$20,000

Alice Reichenberg	\$10,000
Renee Riccobono	\$23,800
Jose Luis & Angelica Rocha	\$10,000
Juong Min Romans-Kroll	\$34,000
Marco Ruiz-Peraza	\$6,000
Ramon Sanchez	\$12,500
Fidelia Sanchez	\$10,000
Abel Trenado	\$8,000
Julita Ulep	\$150,000
Pauline Villa	\$16,000
Clarence & Irene Wright	\$105,000
Sharon Younger	\$25,000
Trevis & Shelley Younger	\$10,000

McGREGOR W. SCOTT
United States Attorney
STANLEY A. BOONE
Assistant U.S. Attorney
3654 Federal Building
1130 "O" Street
Fresno, California 93721
Telephone: (559) 498-7272

I hereby attest and certify on \$ 28-09
that the foregoing document is a full, true
and correct copy of the original on file in my
office and in my legal custody.

VICTORIA C. MINOR
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

By [Signature] Deputy
IN THE UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
Plaintiff,

v.

JOE FRANCO CUELLAR, SR.,

Defendant.

CR.F. NO.

CR.F. 04 50200

UNDER SEAL

VIOLATIONS: 18 U.S.C. §§
1341 and 2- Mail Fraud and
Aiding and Abetting
(Thirty-five Counts); 18
U.S.C. §§ 1956(a)(1)(B)(i)
and 2- Money Laundering and
Aiding and Abetting (Two
Counts) and 18 U.S.C. §§
1957(a) and 2- Money
Laundering and Aiding and
Abetting (Five Counts)

I N D I C T M E N T

COUNTS ONE THROUGH THIRTY-FIVE:

[18 U.S.C. §§ 1341 and 2- Mail
Fraud and Aiding and Abetting]

The Grand Jury charges:

JOE FRANCO CUELLAR, SR.,

defendant herein, as follows:

I. INTRODUCTION

1. At all relevant times herein, defendant JOE FRANCO
CUELLAR, SR. was a resident of Stanislaus County, State and Eastern
District of California. The defendant was owner/operator and/or
associated with Unlimited International Venture Group, Unlimited

1 International Ventures, Tierra Libre Organization, Calvary Trust
2 and other entities each described itself as an investment firm.
3 The defendant often acted as Trust Manager/Manager of Unlimited
4 International Venture Group.

5 2. During the course of the scheme to defraud, the defendant
6 committed the acts himself and/or through the acts of other
7 individuals done at the direction of the defendant. Prior to and
8 during this scheme to defraud, the defendant had been involved in
9 another high yield investment scheme, Acquire Venture Capital
10 Group, in which investors had been promised large rates of return
11 which no legitimate monies were received by investors.

12 II. SCHEME TO DEFRAUD

13 3. Beginning at a time unknown but no later than in or about
14 1996 and continuing to in or about July 2000, in the State and
15 Eastern District of California and elsewhere, defendant, with the
16 assistance from others, devised and intended to devise a scheme and
17 artifice to defraud investors of money and property, and obtained
18 money and property from investors by means of materially false and
19 fraudulent pretenses, representations and promises, as more fully
20 set forth below.

21 III. MANNER AND MEANS OF THE SCHEME TO DEFRAUD

22 4. During the above-described time period, the defendant,
23 with the assistance of others, executed the scheme and artifice to
24 defraud by the following manner and means:

25 5. Through various means, including the use of agents, the
26 defendant solicited individuals (hereafter called "investors") to
27 invest in programs being touted by him which can best be described
28

1 as high yield investment opportunities which would result in
2 substantial returns to the investors. He stated that the
3 investment provided a higher rate of return than what was usually
4 associated with conventional financial instruments. In some cases,
5 he stated that the money was guaranteed against loss. In some
6 cases, defendant and others stated that these investments were
7 guaranteed and/or safe and were based upon little known financial
8 transaction involving one or more high leverage asset enhancement
9 programs which were generally referred to as "trade programs."
10 These trade programs were allegedly involved in the continuous
11 purchase and resale of bank-issued debenture instruments. The
12 "trades" often occurred internationally. Such programs are non-
13 exist, fraudulent and did not result in the returns promised by the
14 defendant.

15 6. In order to entice investors to provide money to the
16 defendant, he told them varying false statements, including but not
17 limited to, the following:

- 18 a. That the investment would earn at least a 4 to 6 percent
19 monthly rate of return;
- 20 b. The investments were being held in a overseas trading
21 account; and
- 22 c. The investments were guaranteed;

23 These statements, and others, were materially false and
24 fraudulent and known by the defendant to be false and fraudulent.

25 7. As a result of these false and fraudulent statements, as
26 well as others, investors gave money to the defendant to invest in
27 defendant's fraudulent high yield investment programs.

1 8. Prior to becoming a investors, the defendant required to
2 them to execute a "private contract agreement" which set forth the
3 program in the form of a joint venture between the investors and
4 defendant's business, usually Unlimited International Venture
5 Group. As part of the initial investment, investors were required
6 to provide a hand written statement signed in the investor's hand
7 regarding solicitation, financial capacity and other matters.
8 This was done in order for the defendant to latter assert that the
9 programs were the idea of investors and not the defendant and/or
10 his agents. In general, investors were required to maintain their
11 monies in the defendant's program for a one year period. The
12 program was instructed by means of a joint venture.

13 9. The defendant required that the investors pay by cashier
14 checks.

15 10. In general, investors were informed that they could not
16 disclose the nature of the investment. Disclosure of the contents
17 of the investment would result in termination of the investor's
18 investments as well as a substantial interest penalty. This penalty
19 included the potential loss of the investor's principal, any so-
20 called accrued interest, legal fees and damages to the defendant.
21 These non-disclosure statements were given by the defendant in
22 order to dissuade investors from reporting their cases to the
23 appropriate law enforcement officials because the defendant did
24 provide monetary incentive to those investors who brought in
25 additional investor to invest in his program.

26 11. Upon receipt of the monies from investors, the defendant
27 then deposited those funds a bank account held in the name of
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1 Unlimited International Venture Group at US Bank. The defendant
2 was not a signatory on the accounts for which investors monies were
3 deposited, but accounts which on paper were maintained by of one of
4 his children, Michael Cuellar, and/or his spouse, Romelia Cuellar.
5 From that account the defendant wrote checks for cashiers' checks,
6 which were signed by his son or wife, transferred money to other
7 accounts maintained and/or controlled by him and paid personal
8 expenses. On one occasion the defendant purchased a home with the
9 investor's funds. The defendant purchased several vehicles also
10 with investors monies.

11 12. Further, after receipt of an investors' monies, the
12 defendant continued to lull investors by providing them with
13 monthly statement showing their investments and the accruing
14 interest associated with this initial investment. This was done in
15 order to lull his victims from reporting his activities to
16 governmental and/or consumer authorities and for other reasons,
17 including perpetrating the fraud by offering a sense of legitimacy
18 to the investors' investment and that the investors may be
19 inclined, and some did, to bring in new investors to invest in
20 defendant's fraudulent scheme.

21 13. To the extent that investors were paid "returns" they
22 were paid with other investors' investments.

23 14. To date, the investors have received neither their full
24 principle nor the return on their investment as promised by the
25 defendants.

26 IV. THE MAILS

27 15. On or about the dates set forth below, in the Eastern
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District of California and elsewhere, for the purpose of carrying out and executing, aiding and abetting and in furtherance of the scheme and artifice to defraud, the defendant knowingly caused the following items to be placed in an authorized depository for mail matter, to be sent and delivered by the U.S. Postal Service or by a private or commercial interstate carrier, and knowingly caused them to be delivered by the United States Postal Service or a private or commercial interstate carrier according to the directions thereon:

<u>COUNT</u>	<u>DATE</u>	<u>DESCRIPTION AND RECEIVER</u>
ONE	January 15, 1999	Hand Written letter to Unlimited International Venture Group (UIVG) requesting information about investment opportunity sent by Juongil Jaffrey and mailed to 279 Brookview Ct., Santee, CA 92071.
TWO	January 15, 1999	Financial Account Statement showing account balances belonging to Eva Garrido which was mailed by Unlimited International Venture Group (UIVG) to 2732 Clear Creek Ct., Stockton, CA 95207.
THREE	January 15, 1999	Financial Account Statement showing account balances belonging to Alberto Gayotin which was as mailed by Unlimited International Venture Group (UIVG) to 2074 Angelico Circle, Stockton, CA 95207.
FOUR	January 15, 1999	Financial Account Statement showing account balances belonging to Sam Hilow which was as mailed by Unlimited International Venture Group (UIVG) to 714 Gotham Dr., Stockton, CA 95210.

1	FIVE	January 15, 1999	Financial Account Statement showing account balances belonging to Rosalina Soli which was mailed by Unlimited International Venture Group (UIVG) to 24 Scharff Ave., San Jose, CA 95116.
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5	SIX	February 8, 1999	Cashiers' Check in the amount of \$50,000 sent by by Juongil Jaffrey and mailed to 279 Brookview Ct., Santee, CA 92071. to Unlimited International Venture Group (UIVG)
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8	SEVEN	February 16, 1999	Financial Account Statement showing account balances belonging to Alberto Gayotin which was mailed by Unlimited International Venture Group (UIVG) to 2074 Angelico Circle, Stockton, CA 95207.
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12	EIGHT	February 16, 1999	Financial Account Statement showing account balances belonging to Rosalina Soli which was mailed by Unlimited International Venture Group (UIVG) to 24 Scharff Ave., San Jose, CA 95116.
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16	NINE	February 16, 1999	Financial Account Statement showing account balances belonging to Eva Garrido which was mailed by Unlimited International Venture Group (UIVG) to 2732 Clear Creek Ct., Stockton, CA 95207.
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20	TEN	February 16, 1999	Financial Account Statement showing account balances belonging to Sam Hilow which was mailed by Unlimited International Venture Group (UIVG) to 714 Gotham Dr., Stockton, CA 95210.
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1	ELEVEN	February 18, 1999	Welcome letter from Global Fund Group, acknowledging receipt of \$50,000 investment by Juongil Jaffrey and mailed to 279 Brookview Ct., Santee, CA 92071.
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4	TWELVE	March 2, 1999	Private Contract Agreement between Unlimited International Venture Group (UIVG) and Juongil Jaffrey which was mailed by Juongil Jaffrey to UIVG at P.O. Box 1748, Oakdale, CA 95361.
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7	THIRTEEN	March 15, 1999	Financial Account Statement showing account balances belonging to Sam Hilow which was mailed by Unlimited International Venture Group (UIVG) to 714 Gotham Dr., Stockton, CA 95210.
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11	FOURTEEN	March 15, 1999	Financial Account Statement showing account balances belonging to Eva Garrido which was mailed by Unlimited International Venture Group (UIVG) to 2732 Clear Creek Ct., Stockton, CA 95207.
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15	FIFTEEN	March 15, 1999	Financial Account Statement showing account balances belonging to Alberto Gayotin which was mailed by Unlimited International Venture Group (UIVG) to 2074 Angelico Circle, Stockton, CA 95207.
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19	SIXTEEN	March 15, 1999	Financial Account Statement showing account balances belonging to Rosalina Soli which was as mailed by Unlimited International Venture Group (UIVG) to 24 Scharff Ave., San Jose, CA 95116.
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23	SEVENTEEN	March 26, 1999	Letter verifying receipt of funds from Sam Hilow by Unlimited International Venture Group which was mailed to 714 Gotham Dr., Stockton, CA 95210.
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1	EIGHTEEN	April 15, 1999	Financial Account Statement showing account balances belonging to Sam Hilow which was mailed by Unlimited International Venture Group (UIVG) to 714 Gotham Dr., Stockton, CA 95210.
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5	NINETEEN	April 15, 1999	Financial Account Statement showing account balances belonging to Alberto Gayotin which was mailed by Unlimited International Venture Group (UIVG) to 2074 Angelico Circle, Stockton, CA 95207.
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9	TWENTY	April 15, 1999	Financial Account Statement showing account balances belonging to Eva Garrido which was mailed by Unlimited International Venture Group (UIVG) to 2732 Clear Creek Ct., Stockton, CA 95207.
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13	TWENTY-ONE	April 15, 1999	Financial Account Statement showing account balances belonging to Rosalina Soli which was as mailed by Unlimited International Venture Group (UIVG) to 24 Scharff Ave., San Jose, CA 95116.
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17	TWENTY-TWO	May 16, 1999	Financial Account Statement showing account balances belonging to Alberto Gayotin which was mailed by Unlimited International Venture Group (UIVG) to 2074 Angelico Circle, Stockton, CA 95207.
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21	TWENTY-THREE	May 16, 1999	Financial Account Statement showing account balances belonging to Rosalina Soli which was as mailed by Unlimited International Venture Group (UIVG) to 24 Scharff Ave., San Jose, CA 95116.
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1	TWENTY-FOUR	May 16, 1999	Financial account Statement showing account balances belonging to Sam Hilow which was as mailed by Unlimited International Venture Group (UIVG) to 714 Gotham Dr., Stockton, CA 95210.
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5	TWENTY-FIVE	June 15, 1999	Financial Account Statement showing account balances belonging to Eva Garrido which was mailed by Unlimited International Venture Group (UIVG) to 2732 Clear Creek Ct., Stockton, CA 95207.
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9	TWENTY-SIX	June 15, 1999	Financial Account Statement showing account balances belonging to Juongil Jaffrey which was mailed by Unlimited International Venture Group (UIVG) to 279 Brookview Court, Santee, CA 92071.
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13	TWENTY-SEVEN	June 15, 1999	Financial Account Statement showing account balances belonging to Alberto Gayotin which was as mailed by Unlimited International Venture Group (UIVG) to 2074 Angelico Circle, Stockton, CA 95207.
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17	TWENTY-EIGHT	June 15, 1999	Financial Account Statement showing account balances belonging to Sam Hilow which was as mailed by Unlimited International Venture Group (UIVG) to 714 Gotham Dr., Stockton, CA 95210.
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21	TWENTY-NINE	July 15, 1999	Financial Account Statement showing account balances belonging to Sam Hilow which was as mailed by Unlimited International Venture Group (UIVG) to 714 Gotham Dr., Stockton, CA 95210.
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1	THIRTY	July 15, 1999	Financial Account Statement showing account balances belonging to Juongil Jaffrey which was mailed by Unlimited International Venture Group (UIVG) to 279 Brookview Court, Santee, CA 92071.
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5	THIRTY-ONE	July 15, 1999	Financial Account Statement showing account balances belonging to Eva Garrido which was mailed by Unlimited International Venture Group (UIVG) to 2732 Clear Creek Ct., Stockton, CA 95207.
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9	THIRTY-TWO	July 15, 1999	Financial Account Statement showing account balances belonging to Alberto Gayotin which was as mailed by Unlimited International Venture Group (UIVG) to 2074 Angelico Circle, Stockton, CA 95207.
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13	THIRTY-THREE	August 15, 1999	Financial Account Statement showing account balances belonging to Ronald Todd which was mailed by Unlimited International Venture Group (UIVG) to 1416 Stembridge Ct., Modesto, CA 95350.
14			
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17	THIRTY-FOUR	August 15, 1999	Financial Account Statement showing account balances belonging to Sam Hilow which was as mailed by Unlimited International Venture Group (UIVG) to 714 Gotham Dr., Stockton, CA 95210.
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21	THIRTY-FIVE	August 15, 1999	Financial Account Statement showing account balances belonging to Rosalina Soli which was as mailed by Unlimited International Venture Group (UIVG) to 24 Scharff Ave., San Jose, CA 95116.
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24			

25 All in violation of Title 18, United States Code, Sections
26 1341 and 2.

COUNTS THIRTY-SIX THROUGH THIRTY-SEVEN: [18 U.S.C. §§ 1956(a)(1)(B)(i) and 2-Money Laundering and Aiding and Abetting]

The Grand Jury further charges:

JOE FRANCO CUELLAR, SR.,

Defendant herein, as follows:

16. Paragraphs 1 through 15, inclusive of Counts One through Thirty-five, are fully incorporated by reference as though fully set forth herein.

17. Defendant herein, on or about the dates set forth below, in the State and Eastern District of California, and elsewhere, did knowingly conduct, and attempt to conduct financial transactions affecting interstate and foreign commerce, to wit, checks written out of the Unlimited Venture Group Limited, which involved the proceeds of a specified unlawful activity, to wit, mail fraud by fraud as set forth above, with the intent to conceal and disguise the nature, location, source, ownership and control of property believed to be proceeds of the specified unlawful activity and that while conducting and attempting to conduct such financial transaction, knew that the property involved in the financial transaction, that is, monetary instruments in the amounts set forth below, represented the proceeds of some form of unlawful activity.

<u>COUNT</u>	<u>DATE</u>	<u>MONETARY INSTRUMENT</u>	<u>BANK</u>
THIRTY-SIX	2/17/99	Withdrawal in the amount of \$65,000 from Unlimited International Ventures bank account	US Bank

THIRTY- 2/19/99 Withdrawal in the US Bank
SEVEN amount of \$35,000
from Unlimited
International
Ventures bank
account

All in violation of Title 18, United States Code, Sections
1956(a) (1) (B) (i) and 2.

COUNTS THIRTY-EIGHT THROUGH FORTY-TWO: [18 U.S.C. §§ 1957(a) and
2- Money Laundering and
Aiding and Abetting]

The Grand Jury further charges:

JOE FRANCO CUELLAR, SR.,

Defendant herein, as follows:

18. Paragraphs 1 through 15, inclusive of Counts One through
Thirty-five, are fully incorporated by reference as though fully
set forth herein.

19. Defendant, on or about the dates set forth below, in the
State and Eastern District of California, and elsewhere, did
knowingly engage and attempt to engage in a monetary transaction
through or to a financial institution, affecting interstate or
foreign commerce, in criminally derived property of a value greater
than \$10,000, as described below and in amounts as described below,
such property having been derived from a specified unlawful
activity, that is, wire fraud, as set forth above:


<u>COUNT</u>	<u>DATE</u>	<u>MONETARY INSTRUMENT</u>	<u>BANK</u>
THIRTY-EIGHT	1/21/99	Check (#1875) in the amount of \$17,500 payable to Keilan & Imelda Palacios from Unlimited International Ventures bank account	US Bank
THIRTY-NINE	2/17/99	Withdrawal in the amount of \$65,000 from Unlimited International Ventures bank account	US Bank
FORTY	2/19/99	Withdrawal in the amount of \$35,000 from Unlimited International Ventures bank account	US Bank
FORTY-ONE	3/22/99	Check (#1923) in the amount of \$15,029.07 payable to Dacio Patacsil from Unlimited International Ventures bank account	US Bank
FORTY-TWO	4/27/99	Check (#1972) in the amount of \$17,313.88 payable to Douglas F. Hensley from Unlimited International Ventures bank account	US Bank

1 All in violation of Title 18, United States Code, Sections
2 1957(a) and 2.

4 A TRUE BILL.

6 
7 FOREPERSON

8 MCGREGOR W. SCOTT
9 United States Attorney

10 By 
11 MARK E. CULLERS.
12 Assistant U.S. Attorney
13 Chief, Fresno Office
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CLOSED, PROB22_OUT

**U.S. District Court
Eastern District of California - Live System (Fresno)
CRIMINAL DOCKET FOR CASE #: 1:04-cr-05020-OWW-1
Internal Use Only**

Case title: USA v. Cuellar

Date Filed: 01/15/2004

Date Terminated: 07/12/2004

Assigned to: Judge Oliver W. Wanger

Defendant (1)

Sr Joe Franco Cuellar

TERMINATED: 07/12/2004

represented by **Mark Aram Lizarraga**

Office of the Federal Defender

2300 Tulare Street

Suite 330

Fresno, CA 93721

(559) 487-5561

Fax: (559) 487-5950

Email: mark_lizarraga@fd.org

TERMINATED: 07/12/2004

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Designation: Public Defender or

Community Defender Appointment

I hereby attest and certify on 5-28-08
that the foregoing document is a full, true
and correct copy of the original on file in my
office and in my legal custody.

VICTORIA C. MINOR

CLERK, U.S. DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

By  Deputy

Pending Counts

18:1341 AND 2 MAIL FRUAD AND AIDING
AND ABETTING;
(1)

18:1341 AND 2 MAIL FRUAD AND AIDING
AND ABETTING;
(6)

18:1341 AND 2 MAIL FRUAD AND AIDING
AND ABETTING;
(12)

18:1341 AND 2 MAIL FRUAD AND AIDING
AND ABETTING;
(29)

18:1341 AND 2 MAIL FRUAD AND AIDING
AND ABETTING;
(35)

Disposition

27 MONTHS CUSTODY AS TO EACH
COUNT TO RUN CONCURRENTLY; 36
MONTHS S/R; \$500.00 P/A; \$2,346,900
RESTITUTION; DFT TO SELF SURRENDER
09/01/04

27 MONTHS CUSTODY AS TO EACH
COUNT TO RUN CONCURRENTLY; 36
MONTHS S/R; \$500.00 P/A; \$2,346,900
RESTITUTION; DFT TO SELF SURRENDER
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COUNT TO RUN CONCURRENTLY; 36
MONTHS S/R; \$500.00 P/A; \$2,346,900
RESTITUTION; DFT TO SELF SURRENDER
09/01/04

Highest Offense Level (Opening)

Felony

Terminated Counts**Disposition**18:1341 AND 2 MAIL FRAUD AND AIDING
AND ABETTING;
(2-5)

DISMISSED

18:1341 AND 2 MAIL FRAUD AND AIDING
AND ABETTING;
(7-11)

DISMISSED

18:1341 AND 2 MAIL FRAUD AND AIDING
AND ABETTING;
(13-28)

DISMISSED

18:1341 AND 2 MAIL FRAUD AND AIDING
AND ABETTING;
(30-34)

DISMISSED

18:1956(a)(1)(B)(i) AND 2 MONEY
LAUNDERING AND AIDING AND ABETTING
(36-37)

DISMISSED

18:1957(a) AND 2 MONEY LAUNDERING
AND AIDING AND ABETTING
(38-42)

DISMISSED

Highest Offense Level (Terminated)

Felony

Complaints**Disposition**

None

Plaintiff

USA

represented by **Stanley Albert Boone**
 United States Attorney
 2500 Tulare Street
 Suite 4401
 Fresno, CA 93721
 (559) 497-4042
 Fax: (559) 497-4099
 Email: stanley.boone@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
01/15/2004		(Court only) Docket Modification (Utility Event) sealing case (sr) (Entered: 01/15/2004)
01/15/2004	1	INDICTMENT by US Attorney Stanley A Boone Counts filed against Joe Franco Cuellar (1) count(s) 1-35, 36-37, 38-42 (old) (Entered: 01/15/2004)
01/15/2004	2	ORDER by Magistrate Judge Lawrence J. O'Neill sealing case until further order of the court (cc: all counsel) (old) (Entered: 01/15/2004)
01/15/2004		SEARCH Warrant issued for Joe Franco Cuellar by Magistrate Judge Lawrence J.

		O'Neill (old) (Entered: 01/15/2004)
01/29/2004	3	NOTICE OF MOTION AND MOTION to unseal case by USA as to Joe Franco Cuellar (old) (Entered: 01/30/2004)
01/29/2004	4	ORDER Magistrate Judge ORDERING motion to unseal case by USA [3-1] GRANTED (cc: all counsel) (old) (Entered: 01/30/2004)
01/29/2004		(Court only) Docket Modification (Utility Event) re order [4-1] case unsealed (old) (Entered: 01/30/2004)
01/29/2004		(Court only) (dd) (Entered: 06/08/2004)
01/30/2004	5	CJA Form 23 (Financial Affidavit) as to Joe Franco Cuellar (rcf) (Entered: 02/02/2004)
01/30/2004	6	MINUTES before Magistrate Judge Dennis L. Beck - RE: Arraignment and Plea dft Joe Franco Cuellar arraigned; NOT GUILTY plea entered; Attorney Mark Lizarraga present; , detention hearing set on 11:00 2/4/04 in ctrm 4 for Joe Franco Cuellar, PTS to interview dft; status hearing set for 1:30 2/17/04 in ctrm 2 for Joe Franco Cuellar C/R Alvarez (rcf) (Entered: 02/02/2004)
02/04/2004	7	RECEIPT of Passport # 053820808 for defendant Joe Franco Cuellar by Joe Franco Cuellar, 3111 Mattos Avenue, San Jose, CA 95132; Receipt # 101 4850; PASSPORT IN VAULT (rcf) (Entered: 02/04/2004)
02/04/2004	8	MINUTES before Magistrate Judge Sandra M. Snyder RE: Detention Hearing; detention hearing held on 2/4/04 as to defendant Joe Franco Cuellar ; atty Rainwater argues for release; Govt request add'l conditions of release - submit; Court ORDERS dft releasze on \$150,000 property bond; dft be released pending posting of property bond status hearing set for 2/17/04 for Joe Franco Cuellar , if property bond not posted by 2/27/04, in-court hearing set for 10:30 2/27/04 for Joe Franco Cuellar C/R ECRO (rcf) (Entered: 02/06/2004)
02/04/2004	9	ORDER FOR RELEASE OF PERSON IN CUSTODY by Magistrate Judge Sandra M. Snyder for Joe Franco Cuellar (rcf) (Entered: 02/06/2004)
02/05/2004	10	APPEARANCE BOND (\$150,000.00) by Joe Franco Cuellar (rcf) (Entered: 02/06/2004)
02/12/2004	11	NOTICE re PASSPORT from US Pretrial Services Office; dft Joe Franco Cuellar Sr is not permitted to apply for the issuance of another passport during the pendency of his action (jv) (Entered: 02/13/2004)
02/17/2004	12	MINUTES before Judge Oliver W. Wanger dft's motion filing ddl 3/29/04; govt's response filing ddl 4/19/04; status hearing set for 1:30 4/26/04 before OWW ctrm 2 for Joe Franco Cuellar excludable time started for Joe Franco Cuellar start date: 2/17/04 end date: 4/26/04 C/R P Crawford (plk) (Entered: 02/18/2004)
03/04/2004	13	CERTIFIED COPY of DEED OF TRUST and original note in the amount of \$150,000 received as to dft Joe Franco Cuellar; property posted by David Maldonado Cuellar and Donna Maria Cuellar, deed # 2004-029075-00; property address 7070 Richardson Road, Oakdale CA 95361; original note in vault; copy of deed in file (jv) (Entered: 03/04/2004)
03/26/2004	14	MEMORANDUM OF PLEA Agreement as to Joe Franco Cuellar (sr) (Entered: 03/29/2004)
03/31/2004	15	RECEIPT of recorded Deed of Trust for defendant Joe Franco Cuellar receipt#: 100 199309 posted by: David Maldando Cuellar and Donna Cuellar, deed#: 2004-0029075-00, address: 7070 Richardson Rd, Oakdale,CA 95361 (Deed in Vault) (sr) (Entered: 04/01/2004)
04/26/2004	16	MINUTES before Judge Oliver W. Wanger status conference held on 4/26/04 as to

		dft Cuellar , guilty plea entered by dft count(s) 1, 12, 29, 35 , sentencing hearing set for 1:30 7/12/04 for dft C/R P Crawford (sr) (Entered: 04/27/2004)
07/01/2004	17	OBJECTIONS by defendant Joe Franco Cuellar to Presentence Investigation Report (tel) (Entered: 07/02/2004)
07/09/2004	18	RESPONSE by plaintiff USA to [17-1] Dft's Objections to presentence investigation report and Dft's Motion for downward departure (wh) (Entered: 07/12/2004)
07/12/2004	19	MINUTES before Judge Wanger sentencing Joe Franco Cuellar (1) count(s) 1, 6 , 12 , 29 , 35 . 27 CUSTODY AS TO EACH COUNT TO RUN CONCURRENTLY; 36 MONTHS SUPERVISED RELEASE; \$500.00 P/A; \$2,346,900 RESTITUTION; DFT TO SELF SURRENDER 09/01/04 , counts as to Joe Franco Cuellar (1) count(s) 2-5, 7 -11 , 13 -28 , 30 -34 , 36 -37 , 38 -42 . DISMISSED , terminating dft Cuellar case terminated C/R K Lopez (wh) Modified on 07/13/2004 (Entered: 07/13/2004)
07/14/2004	20	JUDGMENT and Commitment issued as to Joe Franco Cuellar by Judge Oliver W. Wanger (plk) (Entered: 07/15/2004)
07/14/2004	21	ORDER by Judge Oliver W. Wanger modifying conditions of release (cc: all counsel) (plk) (Entered: 07/15/2004)
09/02/2004	22	APPLICATION by defendant Joe Franco Cuellar for exoneration of property bond and reconveyance of real property (rab) (Entered: 09/03/2004)
09/02/2004		LODGED order granting exoneration and reconveyance by defendant Joe Franco Cuellar (rab) (Entered: 09/03/2004)
09/07/2004	23	ORDER by Judge Oliver W. Wanger ORDERING property posted on behalf of dft Cuellar by David and Donna Cuellar, property address 7070 Richardson Road, Oakdale, CA 95361, to be reconveyed to same [15-1] (cc: all counsel) (mm) (Entered: 09/08/2004)
09/09/2004	24	RECONVEYANCE of Property Deed posted by David and Donna Cuellar on behalf of defendant Joe Franco Cuellar; deed of property no 2004-0029075-00; property address 7070 Richardson Road, Oakdale, CA 95361 [15-1] (mm) (Entered: 09/09/2004)
11/19/2004	25	NOTICE of order not to obtain passport as to dft Joe Franco Cuellar Sr (rcf) (Entered: 11/22/2004)
10/20/2005	26	SEALED EVENT (Kusamura, W) (Entered: 10/20/2005)
03/09/2006	27	ORDER FOR RETURN OF PASSPORT #053820808 as to Joe Franco Cuellar signed by Judge Oliver W. Wanger on 3/8/06. (Robles, S) (Entered: 03/09/2006)
03/14/2006		RECONVEYANCE of Passport for Joe Franco Cuellar. (Robles, S) (Entered: 03/14/2006)
05/27/2008	28	PROBATION JURISDICTION (PROBATION 22 Out) TRANSFERRED to Northern District of California, as to Joe Franco Cuellar, signed by Judge Oliver W. Wanger on 5/2/2008. Transmitted Transfer of Jurisdiction form, with certified copies of indictment, judgment and docket sheet. DEFENDANT TERMINATED. CASE CLOSED. (Esteves, C) (Entered: 05/28/2008)